

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

JEREMY D. RUEHLE and
BRITTANI Y. RUEHLE,

Plaintiffs,

v.

Case No. CIV-17-961-SLP

OCWEN LOAN SERVICING, LLC,
FREEDOM MORTGAGE
CORPORATION. a/k/a
FREEDOM HOME MORTGAGE
CORPORATION, and
MORTGAGE INVESTORS
CORPORATION, INC.,

Defendants.

FREEDOM MORTGAGE
CORPORATION,

Counter-plaintiff,

v.

JEREMY D. RUEHLE,
BRITTNI Y. RUEHLE, and
JOHN AND JANE DOE, as occupants
of the premises,

Counter-defendants.

J U D G M E N T

In accordance with the Court's summary judgment orders entered on December 10, 2018 [Doc. Nos. 114-115] and on January 29, 2019 [Doc. No. 143], judgment is entered as follows:

(1) Judgment is entered in favor Defendant Ocwen Loan Servicing, LLC on the claims asserted against it by Plaintiffs Jeremy D. Ruehle and Brittani Y. Ruehle.

(2) Judgment is entered in favor of Defendant Mortgage Investors Corporation, Inc. on the claims asserted against it by Plaintiffs Jeremy D. Ruehle and Brittani Y. Ruehle.

(3) Judgment is entered in favor of Defendant Freedom Mortgage Corporation on the claims asserted against it by Plaintiffs Jeremy D. Ruehle and Brittani Y. Ruehle.

(4) Judgment is entered in favor of Counter-plaintiff Freedom Mortgage Corporation on the claims it asserted against it Counter-defendants Jeremy D. Ruehle and Brittani Y. Ruehle as follows, with the following determinations by the Court:

(a) Freedom Mortgage's Motion for Summary Judgment was properly filed, and due and sufficient notice was afforded to the parties with respect thereto and service was regular in all respects.

(b) Jeremy D. Ruehle was served with Freedom Mortgage's Petition and summons on July 16, 2016, as provided by the statutes of the State of Oklahoma, and he filed an Amended Answer on August 8, 2017.

(c) Brittani Y. Ruehle was served with Freedom Mortgage's Petition and summons on July 16, 2016, as provided by the statutes of the State of Oklahoma, and she filed an Amended Answer on August 8, 2017.

(d) John and Jane Doe, as Occupants of the Premises, were not served with Freedom Mortgage's Petition and summons, and they are hereby dismissed as unnecessary parties because the property is owner-occupied according to the respective returns of service.

(e) No party has advised this Court of any bankruptcy proceeding.

(f) The Court is satisfied by the Military Affidavit and other evidence presented by Freedom Mortgage that Jeremy D. Ruehle and Brittini Y. Ruehle are not presently engaged in the military service of the United States, as provided by the Service-members Civil Relief Act of 2003, as determined by a search of the DOD Military Status website, in combination with the names and social security numbers on file with Freedom Mortgage's counsel.

(g) On December 30, 2011, Jeremy D. Ruehle, for good and valuable consideration, made, executed and delivered to Mortgage Investors Corporation, a promissory note (the "Note"), in writing, promising and agreeing to pay the holder thereof the sum of \$129,878.00, with interest thereon at the initial rate of 3.000% per annum on the unpaid balance.

(h) For the purpose of securing the payment of the Note and all of the indebtedness evidenced thereby, Jeremy D. Ruehle and Brittini Y. Ruehle made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Investors Corporation and Mortgage Investors Corporation, a mortgage (the "Mortgage"), encumbering the following real property, to wit:

A part of the West half (W/2) of Section Twenty-two (22), Township Ten (10) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning 2961.39 feet North of the Southwest Corner of said Section 22; thence East 657.15 feet; thence North 332.10 feet; thence West 657.22 feet; thence South 332.10 feet to the point of beginning. AKA Lot #22 Woodsco. Including any residential dwelling thereon, which dwelling is or may be a manufactured home described as: 2003 Fleetwood VIN: TXFL312A43558-W & TXFL312AB42558;

(the “Real Property”).

(i) The Mortgage was duly executed by Jeremy D. Ruehle and Brittini Y. Ruehle and acknowledged, according to law, as dated December 30, 2011, and was recorded in the office of the County Clerk of Cleveland County, State of Oklahoma, on January 10, 2012, at Book 4955, Page 599.

(j) Freedom Mortgage has provided uncontroverted evidence that it was entitled to enforce the Note on and before the date this action was filed and at the time judgment was rendered herein.

(k) The Note is in default in that installments due August 1, 2014, and each and every month thereafter, to and including the date hereof, have not been paid. The Note and Mortgage have been in constant default since August 1, 2014.

(l) Jeremy D. Ruehle is the present record owner of the Real Property.

(m) Freedom Mortgage is entitled to foreclose its mortgage lien on the Real Property as against all of the parties in and to this cause, and each of them.

(n) There is a balance due and owing under the Note and Mortgage in the amount of \$122,350.57, with interest thereon at a rate of 3.000% per annum, or as adjusted by the Note, from July 1, 2014, until paid, plus Escrow Advances in the amount of \$9,994.16 as of February 9, 2019, Less Unapplied Funds Balance in the amount of \$1,374.00 as of February 9, 2019, plus Unpaid Late Charges in the amount of \$736.34 as of February 9, 2019, plus property inspection fees of \$540.00, plus title and abstract fees of \$925.00, plus recording fees of \$25.00, plus process server fees of \$300.00 and miscellaneous fees and mailing expenses of \$148.46; as

provided for in the Note and Mortgage, and for all necessary funds advanced by Freedom Mortgage accrued and accruing hereafter through completion of this action and said amounts are secured by the Mortgage and constitute a first, prior and superior lien upon the Real Property against all of the parties in and to this cause, and each of them, and any and all right, title or interest which the parties have in and to this cause, or any of them have or claim to have in said Real Property, is subsequent, junior and inferior to the Mortgage and lien of Freedom Mortgage, except for any unpaid real property ad valorem taxes and/or special assessments which are superior by law.

(o) The Mortgage expressly waives appraisalment or not, at the option of the owner and holder thereof, such option to be exercised at the time judgment is rendered herein, and Freedom Mortgage has elected to have the Real Property sold with appraisalment.

(5) Freedom Mortgage is entitled to enforce the Note and Mortgage and was entitled to enforce the Note on the date this action was filed, June 9, 2016.

(6) Freedom Mortgage shall have and recover judgment in personam of and from Jeremy D. Ruehle in the amount of \$122,350.57, with interest thereon at a rate of 3.000% per annum, or as adjusted by the Note, from July 1, 2014, until paid, plus Escrow Advances in the amount of \$9,994.16 as of February 9, 2019, Less Unapplied Funds Balance in the amount of \$1,374.00 as of February 9, 2019, plus Unpaid Late Charges in the amount of \$736.34 as of February 9, 2019, plus property inspection fees of \$540.00, plus title and abstract fees of \$925.00, plus recording fees of \$25.00, plus process server fees of \$300.00

and miscellaneous fees and mailing expenses of \$148.46; and further judgment in rem, of and from all of the parties to this action, and each of them, and for all necessary funds advanced by Freedom Mortgage accrued and accruing hereafter through completion of this action, and said amounts are secured by the Mortgage and constitute a first, prior and superior lien upon the Real Property, and any and all right, title or interest which the parties have in and to this cause, or any of them have or claim to have in said Real Property, is subsequent, junior and inferior to the Mortgage and lien of Freedom Mortgage, except for any unpaid real property ad valorem taxes and/or special assessments which are superior by law.

(7) The Mortgage expressly waives appraisalment or not, at the option of the owner and holder thereof, such option to be exercised at the time judgment is rendered herein, and Freedom Mortgage has elected to have the property sold with appraisalment.

(8) The Mortgage and lien of Freedom Mortgage, in the amounts hereinabove found and adjudged, shall be foreclosed, and a Special Execution and Order of Sale issue out of the office of the District Court Clerk in this cause, directed to the Sheriff to levy upon, advertise and sell, after due and legal appraisalment, the real estate and premises hereinabove described, subject to unpaid real estate ad valorem taxes and/or special assessments, if any, and pay the proceeds of said sale to the Clerk of this Court, as provided by law, for application as follows:

1. To the payment of the costs herein accrued and accruing;
2. To the payment of the judgment and lien of Freedom Mortgage in the amounts herein set out and for any advancements by Freedom


Mortgage for taxes, insurance premiums or expenses necessary for the preservation of the Real Property; and

3. The balance, if any, to be paid to the Clerk of this Court, to await further Order of this Court.

Said Order reserving the right of Freedom Mortgage to recall said execution by oral announcement and/or further order of the Court prior to the sale.

(9) Upon confirmation of said sale, the parties herein, and each of them, and all persons claiming by, through or under them since the commencement of this action, are forever barred, foreclosed and enjoined from asserting or claiming any right, title, interest, estate, lien, or equity of redemption in and to said real estate and premises or any part thereof, except as otherwise set forth hereinabove, and except as to unpaid real estate ad valorem taxes and/or special assessments, if any, which are superior by law.

ENTERED this 10th day of June, 2019.



SCOTT L. PALK
UNITED STATES DISTRICT JUDGE